BROOKLYN AGONY.

Opening of the Eighteenth Week of the Great Scandal Case.

MRS. TILTON'S FIRST SHOT.

It Causes Whispers All Round the Court Room.

SHE WANTS TO TESTIFY.

Will the Judge and Beecher's Counsel Consent?

TILTON'S COMMUNE WALK.

A Day Wasted on the Question.

It was a little crowd and a sleepy one that met together at the opening of the proceedings in the Brooklyn trial yesterday morning. Mrs. Field sat next to Mrs. Tilton, who has been absent for almost a month, and next to her sat Mrs. Ovington. Just before the proceedings began a low sized lady, very petite in all her proportions, her face small, thin and worn, her hands small, her New small, this and worn, her hands small, there was a stored base of fashion, acod up and addressed barea for danion, acod up and addressed barea for fashion acod up and addressed barea for the was a stored base of fashion, acod up and addressed barea for the college fines, a sound to be demain an eight of the college fines, and the store of the college fines, and the college fines and the college fines, and the college fines and the college fines, and the college fines and the college fines, and the college fines a voice snarp and shrill, and her dress a sudden blaze of fashion, stood up and addressed herself to

for granted it was all right and his picture was a true transcript. Evarts, taking ap the picture and scanning closely the various leatures or which it was made up, inquired, s this woman here in the corner with the baby in her arms?' That was bad enough for the artist, but when it was asked him "who was the baby!" be and all his audience had to laugh, and these little pleasantries managed to land variety to a day which was unexceptionally dull and weari-

of the firm of Woodruff & Robinson, was recalled in rebuttal. He is a stout, strong-headed man, and Tracy, on his examination, substantially stated that he was never informed by Woodruff that the charge against Beecher, when the interview took pince between them, was one of adultery. Tracy's plea for deserting Tilton was that when he advanced against Beecher the charge of schittery instead of one of improper solicitations be thought himself justified in recalling his pledge to stand by him in a court of justice. Evarts argued against the admission of the evidence, Beach insisted and the Court allowed it, so that the answer stool that he (Woodcuff) told Tracy that Tilton's charge against Beecher was one of adultery. In the light of this testimony it would appear that Tracy knew all about the charge of adultery against Beecher long before he made the excuse to Tilton or quitting his case to take up with Beecher.
THE WALK OF THE COMMUNE.

A great deal of time still continues to be taken up with Titon's walk in the Commune procession. Whether he walked on his own hook or on the book of John Swinton's arm, or in a carriage with Mrs. Woodhull or her sister, Miss Claffin, or on borseback or in a wheelbarrow. All tots runs away the days, hours and minutes. So far the balance of the evidence is in favor of Tilton, and

there is more to come. A BRIBE AND ENLIVENING FIGHT between Beach and Evarts wound up the day as to admitting the statement made by Tilton in the presence of Woodruff and Tracy, regarding the substantial charge made by Beecher. It was a good natured fight-very difserent from many a previous brawl, where little mercy or consideration was shown on either side.

SHEARMAN SHINES FOR ALL, This is a near sample of Shearman's cross examination of Martin, the witness, who sat out on the plazza taking to Mrs. Thiton.

"Boo't you know, sir, that the sunshine never shines in the shade?" "Don't you know, sir, that it is sunshine no the shade?" "Don't you know, sir, that it is sunshine sate in the atternoon it cannot shine late in the evening?" "And what did you want out there on the plazza if the sun wasn't shining of if the neat was not hot?" "Gus you tell the time without a watch or a clock?" "an you tell the time without a watch or a clock?" "an you tell the difference between inner time and bed time?" If you say you have nothing to do in the day time, then what do you do?" "Now, finally, I will sak you, Does to sun shine when the moon is up?" Provide the sun shine when the moon is up?" That you'll primouin and John Eustry, captain of the Wesievan crew, winner of the Bennett Cup at Saratoga last year, were present in court.

Before the first winness of the day was called to take the stand a somewhat exciting lendent occurred, which at first sectined likely to hwaken alresh the latent interest in the proceedings.

Mrs. Tilton was seen to stand up from the standard one occupying between Mrs. Field and Mrs. Ovington and emeavor to address the Court. This is a near sample of Shearman's cross ex-

Mr. Evarts—The communication is addressed to Your Honor, handed a letter to Mr. Evarts, who

Your issue, Mrs. Fivion handed a letter to Mr. Evarts, who sent I up to the Bench. Junge Neisson (niter care nity reading the paper) sout - This is a matter to be considered deliberater. The episode there ended, Mrs. Tilton resuming her seat.

ner seat.

ALBERT BERGHAUS IN REBUTTAL.

TO Mr. Morris-Live in Hobosen, and am an artist for illustrated newspapers; saw the Commune procession, and made a sketen of one section of it; Elustration in question decidied; pointed

holl, Tennie C. Chain and colone Blood: the two women were being the band preceding the Skidmore Guard; Blood and Stenden Pearl Andrews walked with Miss Claffin; did not see litton with either of the women in the procession; the part sketched by him occupied only about two blocks in length, including the centre of attraction in the parase.

To Mr. Evarts—the picture did not appear till a week after the procession took pines; made the sketch at the time on paper, and afterward drew it on wood; the picture was prepared from the sketches, and represented the procession as he saw it; did not see Mr. Tilton at all in the procession; was not positive at the time that he knew Mr. Tilton.

cession; was not positive at the time that he knew Mr. Titton.

HENRY OTIS FOX

testified that he was a printer in the office of the Independent; in 1811 knew Mr. Titton and General Ryan by sight; saw the whole of the Communistic procession; in the procession saw Mr. Titton walking arm in arm with Joan Swinton; Mr. Tilton walking arm in arm with Joan Swinton; Mr. Tilton was not accompanied by any lady; saw General Ryan riding in a carriage; believed that two adies were sitting beside aim in the carriage.

To Mr. Evarus—General Ryan was not likely to be mistaken for Mr. Titton by a person who knew both; the general appearance of the former was not unlike fitton's; saw thto several times during the march always with Swinton; they were some eight hundred feet in the rear of the woman who carried the red flar.

Whitam Force testified that he was a confectioner hiving in Brooklyn; knew Titton by sight for many years; saw the procession in Great Jones atreet; Titton was walking with a gentleman at a considerable distance in the rear of some women, one of whom was carrying a flag.

To Mr. Evarts—Went to New York to see the procession through curbosity; two other persons were with him on the occasion; both are now dead.

Lawience S. Eane testified that he whole route; he saw Mrs. Woodpul and Miss Cladin walking behind the colored troo s; some men were with them, one of whom, he beneved, was the old man who swept out Mrs. Woodhul's office; he saw General Ryan in a carriage with Chonovan defined the action of the sweet out Mrs. Woodhul's office; he saw General Ryan in a carriage with Chonovan defined the action of the sweet out Mrs. Woodhul's office; he saw General Ryan and calling a fler the same defined were walking after the same defined the same and the sime and be-

great reputation as a lawyer and I do not like to act into your cutches; but I have to say that the evidence as to Mr. Thion daring about in the pro-cession was rank perjury; I spake to my wife about this matter, and said to her that I knew the statements concerning Ar. Thion in that proces-sion were lies; she said it was my duty to go for-ward and contracted those lies.

TESTIMONY OF ALBERT MARVIN.

Albert Martin 'sworn-I reside at No. 174 Living-Albert Marin 'sworn-I reside at No. 174 Livingston street, Brookin; I have been superintendent
of the Sanday school at Dr. Sterre's church; I have
met Bessie Turner twice; I recollect lest summer
meeting her at Mr. Ovington's; it was about halfpast two in the alternoon; I rang the
bell and was ashered into the parlor where
I ound General tracy and Bessie Turner;
I went up stairs to see Mrs. Tilten; we remained there half an hour; came down
stairs; went on the back planta, where Mrs.
Tilton and myself remained about two hours;
General fracy remained in the parlor with Bessie
Turner from half-past two until five o'clock;
beard them talking I destinguished the voces.
Counsel read from Bessie Turner's evidence to
show that It was about ten minutes before she
went before the investigating committee that
General Tracy called upon her and had an interview with her.

Mr. Beach said Mr. Tracy had settled the ques-

view with her.

Mr. Beach said Mr. Tracy had settled the question by stating that he had been talking to Bessie Turner for about an hour before she went before the commutate.

Mr. Shearman said that counsel had no right to make that remark without looking over the testimons.

Beach—I have some memory and intelli-c, and therein I differ from the learned gentle-(Some sensation in court.) Shearman made a remark which was not acily heard at the reporters' table. Shear-ince was flushed as he made the remark. Beach—I recommend the centifeman not to

seven o'clock I took Bessie lurner around to Mr.

Storrs' nouse, in Monroe place, before the committee.

Q. Did Bessie Turner talk to you in reference to
the case after General Tracy lett?

Objected to.

Ins Judge—You may ask if he did have a conversation, without giving the conversation.

Exception by Mr. Evarts.

Withess—Yes, and that was the principal topic
of conversation after General Tracy lett.

Cross—examined by Mr. Shearman—t have
lodged for about a year in Mr. Tilton's house, and
have resided there since January last; I turns i
committed the substance of my testimony to Mr.

Inton about the time Bessie lurner testified; I
have seen at Mrs. Origion, at Mrs. Inton's invitation; I sat in the plazza in a chair; and the
time: Mrs. Tilton also on a chair; when I first
came into the parior and saw General Tracy there
with Bessie lurner Mrs. Tilton called me up
stairs, saying the parlor was occupied: I remained
up stairs about half an hour, it being very warm;
I know that the plazza is a warm place at halfpist two in the alternoon, but it
talor the house next door sole as a
procedion against the wan; I sat on the plazza so
loar because I had nothing to do; I went there
requently out of sympatay for Mrs. Filton, at her
invitation; I did not look at my watch or at the
cluck; I know I was there more than two hours—
the whole or the atternoon; I can judge the time
between lunca time and ten time (laugater); we
had ten about six o'clock.

Franklin Woodruff realide—did loring stady, I had an interview alone with General
Tracy.

Q. What did you say to General Tracy in regard
to any charge against Mr. Beanner?

Went did you say to General Tracy in regard Q. What did you say to any charge against Mr Objected to on the

Q. What did you way to General Tracy in regard to any charge against Mr. Beecher?
Objected to on the ground that neither Mr. Woodruff for Mr. Tracy was a party to the suit, and the inquiry comin not be permitted in accordance with the rules of evidence.

Mr. Event to road an authority in support of his position and said that the point which he maintenance was not that holody had ever said anything against Mr. Beecher, but that General Frace never beard inlied charge the larger offence. Whether anybody else in Brooklyn told roand about what Mr. Titch said is not the point. Mr. Beech replied, asserting the maternalty of the evidence. Mr. Tracy had substantinly de-

Judge Neilson—Mr. Evarts, will you see to that clared that he had no knowledge of the fact that he charge of adulters was ever made by Mr. Tilton Mr. Evarts—The communication is addressed to unit Against, feel and when on the winness and he prescribed that as an expuse for his obligations. to the targets, lead and whom on the willness stand he breenfed that as an excuse for also obtained at the transfer of the combinental interview with the withness, followed by the combinental interview between the same gentlemen. Third, Tracy and Moniton, Mr. Tracy was explicitly informed of the charge made by Mr. Tition. They would show that after that he had continued his connection and condimental relations with Tracy and Moniton as to the events of the scandar. They proposed to show that general Trace, prior to the summer of 1874, which released him from his processional obligations, well knew and understood that I floor's charges, when in the language of Mr. Heacher you come for the normal character of the accusation grains! Mr. Beecher; this circumstance they proposed to give in con readiction of Tracy, in order to show that at the time of this interview, in the fall of 1872, he well understood what was the exact nature of this accusation; that he knew what it has been since then, the same as he does to-day. Tracy's attention had been called to this fact.

Mr. Events in his rejoinder said that the grossyr

he does to-day. Tracy's attention had been called to this fact.

Mr. Everrs in his rejoinder said that the grossy charge was unknown to Mr. Tracy until the publication of the card in a New York newspaper, charging Mr. Beccher with adultery. He argued the immemissibility of the testimetry as to what passed between fracy and Mr. Woodvuf. Tilton and denied the charge of adultory, in 1872, to Tracy, and he did not enlarge the accusation to this cirrge till 1874. That was the situation.

Judge Neilson said he thought sufficient foundation to show the relations existing between the parties had been laid. Not that Mr. Tracy is on trail, but that the basis had been laid to establish it as competcht.

It as competent.

Q. Please state, Mr. Woodfull, what information you gave General Tracy in the interview with him with reference to the charge against Mr. Beecher, and also what reference to any communication with regard to money being paid Mr. Tilion?

Mr. Evarts objected to that general form of coefficients.

Mr. Evarts objected to that general form of question.

Mr. Beach—Did you say to General Tracy at that interview—did you say to him, either in words or in substance, that Mr. Thion's charge against Mr. Beecher was of admiery with Mr. Thion's wire, and, if so, what did he say?

Mr. Evarts objected to the question, but the question was admitted.

The Witness—I told him—

Mr. Evarts—Answer merely "yes" or "no." The question was, did you say that?

The Witness—Can I say what I have the evidence from?

donce from?

Mr. Evarts—No, no,

Mr. Beach—You can tell whether the charge was
adultery, or in substance that.

The witness replied that he was trying to explain to Mr. Evarts,

Mr. Heach—I told you not to pay much attention
to any lang Mr. Evarts says; I know you can't
help it, be is suca a very seductive man.
(Laughter.)

Q. Did you in that interview say to Mr. Tracy
that Tilton had charged Mr. Beecher with acuitery with his wife 7 A. I did say so to General
Tracy.

THE FIVE HUNDRED DOLLARS ADVANCE EY MR.
BEECHER.

was a pure woman?

Objected to by Mr. Evarts, who read from the evidence of Mr. Tracy, in which the latter recounts the interview he had with Mr. Tilton, wherein he asked him whether he accused his wife (Mrs. Tilton) of adultery with Mr. Beecher and Tilton said,

"NO; My WIFE IS A PURE WOMAN."

Mr. Beach replied, and said that Generel Tracy had testified that he does not rememoer the puraseology of Mr. Tilton. The connsel only wanted to know what had been said in substance. To witness Well, sir, old this occur. (To the

wanted to know what had been said in substance. To witness—Well, sir, old this occur. (Fo the Court.) But I can't ask the question without referring to the question which has been defined. Our witnesses have denied that any scen paper as the true sicry? was ever read on that occasion. New, Mr. Woodruff, during that conversation or at any time, old this occur elther in substance or in words, did Mr. Tracy say to Mr. Titton "You do not charge Mr. Beecher of adultery with Mrs. Titton," and did Mr. Titton say "No, my wife to pure woman." A. I have no recollection; I don't remember.

emember.

Mr. Heach proceeded to scan the pages of the flicial report of the evidence of General Tracy pon this point, when Judge Nellson remarked, you are taking so much evidence, I am not surrised that you can't fluid it." (Laughter).

Q. Mr. Woodruff, did anything ike this ecour in nguage of in substance, did you hear Mr. Thion parging Mr. Beecher with adultery and saying he

marging Mr. Beecher with adultery and saying necould prove it, and Mr. Tracy saying to him "With
your wise, Mr. Tilton!" and Mr. Tilton saying.
No, with another woman or other women," Do
our remember any faing of that kind? A. No,
othing that I remember.

Mr. Beach—Well, I guess that covers the whole
of this branch of examination. Your Honor, our
recollections (the counsel) differ as to whether Mr.
Woodrair spoke in his direct examination in recard to the "true story."

Mr. Evaris—I am certain he did.

The witness—I did.

Mr. shearman—We will cross-examine the witless in the moraling.

Mr. Shear morning.
ness in the morning.
The Judge said, "Well, if the jury are content and
in order to economize time we will conclude with

Mr. Evarts said that it might not be agreeable to the jury.
Judge Nedson-They are all pleasant-looking men,

Jauge Nelson—They ere all pleasant-looking men, and think they will not object to remain.

Foreman Chester carpenter—We are all willing to go, Your Honor.

Junge Nelson—th, we are all willing to do that; hat ere you willing to remain? I think we had better close this.

Mr. Evar's said, "Well, it is not a question of ten or fifteen minutes, our cross-examination of ten or fifteen minutes, our cross-examination of this winess. It all occupy more time than that.

Mr. Heach humorousiy suggested as a compromise that the Court make an order to shut up Mr. Everts for having taken up so much of the time, and that he to let out siter fifteen minutes.

Judge Nelson—The Court never makes an order that it can't carry out. Get ready, gentlemen, to retire.

The Court was then, somewhat reluctantly, ad-

A reporter accosted Mr. Thomas G. Shearman, of counsel for the defeace, in Hicks street, after the adjournment of the Court yesterday, and requested from him a copy of the note handed to Judge Nellson by Mrs. Titton. Mr. Snearman said:—"I will be unable to give you the contents or purport of that paper, as the matter is entirely in the names of Judge Nellson. Even the inwyers did not anow what was in it till after the aljournment of the Court foods," Mr. Snearman said that the letter would not so made puone till today.

NEW JERSEY CENTENNIAL COMMIS-

The New Jersey Centennial Board of Commissioners met at Trenton yesterday. The meeting was called merely to perfect an organization. Mr. Samuel C. Brown was chosen President and Mr. P. T. Quinn, of Newark, Secretary. It was agreed that the members should go to Philadelphia on Priday week and confer with the Centennial commissioners of that city, with a view to the forming of an official connection. No plans were discussed or struck out, and the Board will hold its next meeting on call of the Prosident. The central office was located at Trenton.

THE COURTS.

Effects of Taintor's Speculations with Bank Funds.

THE IHL MALPRACTICE CASE.

Application to Release the Accused on Bail.

Application was made yesterday before Judge Barrett in the Supreme Court to admit Mme. Annie Ihi to ball. The prisoner was produced under a writ of habeas corpus. She is accused of malpractice in causing the death of Mrs. Josephine Curtis. Her counsel claimed that there was no evidence to warrant her detention, as under the indictment the dying testimony of Mrs. Curtis was not admissible. Assistant District Attorney Lyons opposed the motion and alluded to the enormity of the crime. After until to-day for decision on the motion.

The examination in the case of John Moriarty, of Madison street, charged before Commissioner Snields with passing a counterfeit five-dollar Treasury note, known as "The Miles Ogleson issue," was held yesterday, but an adjournment was taken until to-day, at two P. M. Moriarty states that he received the bill from Philip Roache, living on Madison, between Gouverneur and Montgomery streets, who he says was last week appointed on the police force. He states that Roache came out of the house and handed him the bill, with a request to go and purchase some beefsteak for him. The Supreme Court, General Term, Judges Davis, Brady and Daniels on the bench, on reassembling yesterday announced that decisions upon cases argued at the March term would not be

rendered intil Friday.

The motion for a bill of particulars in the \$6,000,000 suit against William M. Tweed was to have been argued yesterday in the Supreme Court. Chambers, before Judge Lawrence. Counsel, however, were not ready when the case was called, and the argument was adjourned until to-day. District Attorney Bliss was yesterday ques

tioned as to the statement made in a despatch to a Western paper that the government intended to use George Albert Mason, convicted in the April Term of the United States Circuit Court of uttering counterfeit money, as a witness against Pete McCarty and other members of the gang with whom Mason was connected. Mr. Bliss asserts that he has no knowledge of what the government intend doing in the premises; but he will certainly be sentenced by Judge Benedict, and then he can only be used as a witness after a pardon has is-

sued from the Executive.

In the suit brought by Nathaniel W. Hooker against William R. Martin, Judge Van Brunt, before wom the case was tried in supreme Court. Special Ferm, has decided that the taking of the lands of Rureside Park operated as a love-down of the mortgages pro Gardo, and that the mort of the mortgage was relited to collect the collection of the mortgage was relited to collect the collection of the mortgage was relited to collect the collection of the ward. The same study as a section of the ward. The same study as decided restriction, and the subject of the collection of the ward. The same study as decided restriction of the ward of the subject of the collection of the ward. The same study is the executors of Cortinate Palmer vs. Sophie A. Dixon and others, that the plainting are entitled to collection part within some time to be specified in the judgment of forecourte and sale of the premises described in the complaint, unless the defondant pay within some time to be specified in the judgment of forecourte and sale of the premises described in the complaint, unless the defondant pay within some time to be specified in the judgment of forecourte and sale of the premises described in the complaint, unless the defondant spay within some time to be specified in the judgment of foreign particular to allow the ward for Riverside Park.

On benefit of about 100 laborers who were employed on Concerd around an Demman place, in the annexed district, and to whom some \$5,000 is an allowed the cortination contractors. A decided contractor in the contractor is a decided to a product of the plant to allow event. Optiminal voltage beginning the critique and pay the described in the contractor is a decided to a product of the plant to allow event. Optiminal voltage beginning the contractor is a decidence of the contractor. A decidence of the contractor is a decidence of the contractor. A decidence of the contractor is a place of the contractor is a decidence of the contractor is a decidence of the c whom the case was tried in Supreme Court. Special Term, has decided that the taking of the

the certificates for which stood in his name. Mr. Williamson attached blank powers of attorney to said certificates, authorizing the transfer of the same to the name of P. L. Taintor, who was then cashier of the Atlantic National Bank, and who is now serving a term of imprisonment in the Albany Pentientiary on a charge of being a defaulter. He deposited the certificates and powers of attorney with Taintor, as cashier, with the view that the stock should be sold and the proceeds placed to his credit with the bank. Afterward Mr. Williamson instrucced faintor to sel the stock at not fess tian certain specified prices. Taintor caused all the stock to be transferred to the books of said companies respectively, in his own name, and at the same time surfendered the certificates received from Williamson and obtained hew certificates to the effect that he, as cashier, was the owner of the stock. Upon these certificates and other securities he borrowed \$50,000 from S. P. Wallace & Co. Sonsequently Wallace & Co. Dorrowed of Beimont & Co. \$50,000, depositing with the latter firm, among other onlineral securities. the certificates in question. Wallace & Co. having been requested to take up this loan applied to momas F. Mason to pay the same to Beimont & Co., and take up the securities in their hands. Mr. Mason did this, but at the time not knowing in whose name such securities stood. Mr. Mason subsequently sold Williamson's stock at auction, when the same was purchased by H. F. Dunning. Both Mr. Mason and Wallace & Co. having refused to give up the stock to Williamson, the latter began suit for its recovery. The case was tried before Judge Van Brunt, holding Supreme Court, Special Term. A decision was given in the case yesterday, the same being embodied in a length bot clear and comprehensive opinion. Judge Van Brunt Loids that the simple question to be cetermined in whether wallace & Co. and Mason received the stock in good fath and in the ordinary course of business. In considering this question he intilmates that it is on decince and management of the property and fiscal concerns of the hank and the conduct of its business as a bank in the usual app or unant for banks in this cuy to borrow money at the rate of two percent and piedge the sakes as collateral. He ho now serving a term of imprisonment in the Albany Penitentiary on a charge of being a defaulter. He deposited the certificates and powers IMPORTANT DECISIONS ON APPEAL. The Superior Court, General Term, yesterday, in

the suit orought by John Schreger against the city for balance due for building a schoolnouse in the Tenth ward, affirmed the order permitting the city to amend its answer. The amendment is to

city to amend its answer. The amendment is to the effect that the city is not responsible for the indeatedness, but the Board of Instruction, which save the contract, and at the time was acting independently of the city.

In the sum orought by Mrs. Worden against the Gusraian Matual Life Insurance Company the same Court head yesterday that the last premium, although paid after Worden's death, was within the time allowed by the company: that the allowence or such time cound not be construed into a personal privilege, and that, therefore, the loadsment in her layor in the court below must be affirmed.

Another important decision although about a

Abother important decision, although shout a trifling marter, was rendered sesterday by the trifling marter, was rendered sesterday by the land court. A Mrs. Lynch bought some property, the Columbia College grounds, in the deed of fore Judge Sutherland, the May Torm was opened.

used for manufacturing or business purposes. There is a real estate office in the passment and outside a sign, stating that orders for painting are received there. The College trustees thought that this was an intringement of the coverant in the seed, and brought suit to compel Mrs. Lynch to put a stor to any such taking of orders for painting. The Cours held that it was too triving a matter to act upon said abows the comoxious sign to still hang on the outer wall.

INTERESTING WILL CASE. In July, 1874, Dora Priedman, a wealthy Hebrew lady, died, leaving an estate composed of real and personal property of great value. She left surviving her her husband, Mr. Morris Friedman, and several minor children. Soon after ber death a paper purporting to be her last will was presented to the Surrogate for probate. Her husband contended that the alleged will was a lorgery on the grounds, first, that the alleged will was not signed by the name of Dora Friedman, but had what was alleged as her mark affixed. Mrs. Friedman was a lady of superior cancation and was able to write with facility in the English and German languages; second, that the alleged will was made on the 19th day of Oct ber. 1885, in a lawyer's office, when at that time Mrs. Friedman was supposed to be in her dving bed, and several physicians being in attendance, and third that the executor named in the alleged will was a person distarciul to and distiked by Mrs. Friedman in her lifetime. It was further stated that Mrs. Friedman told Dr. Von Shoening that she had never made a will, a short time before her feath, and that she never told her husband of having made a will. The examination of the witnesses was entered into before Surrogate Hutenings, and during its continuates a detail was entered against the contestant owing to the accidental absence of his autorney, Mr. Hirsch. A motion is to be made to open the detail, cx.Judge Curtis appearing for the motion and A. R. Dyett in opposition. The argument is set down for to-morrow. to the Surrogate for probate. Her husband con-

THE TAYLOR WILL CASE. In the matter of the settlement of the estate of James B. Taylor, United States Assistant District Attorney Smith yesterdiy, in the Surrogate's Court, made application for the reserve of \$110.000 Court, made application for the reserve of \$110,000 of the funds thereof to satisfy any judgment that may hereafter be obtained in the United States Court on the efficial cond of ex-Postmister Jones, which was executed by Horace Greeley, Samuel Sinclair and the testator. Taylor, The claim of the government grows out of the defactation of one of the attaches of the Post Office, for whose peccadilioes Mr. Jones' sureties are supposed to be responsible. Counsel for the estate opposed the application on the ground that it would be time enough to make the request when a judgment had been obtained against the sureties of Mr. Jones. The matter went over for a week.

DECISIONS.

SUPREME COURT-CHAMBERS. By Judge Lawrence.
Ball vs. The Hudson River Railroad Company.-

Ball vs. The Hudson Arter
Order granted.

Dummer vs. King: Hook vs. The Mayor, &c.—
Memoranda for counsel.
Hollister vs Englenart.—Motion denied. Memorandum.
Smith vs. Smith.—Report of referee confirmed and judgment of divorce granted.

SUPREME COURT—SPECIAL TERM.

By Judge Van Brunt.

Clemens vs. Robinson et al.—Complaint dismissed, with costs.

Feddman et al. vs. Stemmler et al.—An examination of the pleadings snows that this case must be referred. May vs. Good; Krebbiel vs. Leslie; Loder vs.

Newman.—Judgment for plaintiffs, with costs.
Kamp vs. Kamp.—The Court of Appeals have
disposed of the only question in the case, and I
cannot reverse the refection.
Lambert vs. Hope Mutual Life Insurance Company.—Demurrer overruled, with costs.
Lehmater vs. Purceil.—Findings and decree
signed.

Moody vs. Andrews and another,-Exceptions overruled and judgment ordered for the plaintiff on the verdict, with costs. Opinion by Judge Curt's.

on the verdict, with costs. Opinion by Judge Curts.
Schreger vs. The Mayor, &c.—Order affirmed, with costs. Opinion by Chief Justice Moneil and Judge Curtis.
Baldwin et al vs. Tallmange.—Judgment affirmed, with costs. Opinion by Judge Speir.
Oakley vs. The Mayor, &c.—Judgment affirmed, with costs. Opinion by Chief Justice Moneil.
Weston and another vs. Ketcham and another.—Most-n for re-argument denied, with costs. Opinion by Chief Justice Moneil.
Hogan vs. Laimbeer.—Judgment affirmed. Opinion by Judge Speir.
The Fresident, &c. of the Inusrance Company of North America vs. Gardener.—Judgment of North America vs. Gardener.-Judgment and order affirmed with costs. Opinion by Chief

stice Moneil.
Roberts vs. White et al.—Judgment affirmed with costs, and order modified, and, as modified, affirmed with costs. Opinion by Culef Justice Monell.
Worden vs. The Guardian Mutual Life Insurance
Company of New York. Judgment for plaintiff,
with costs. Opinion by Judge Cartis.
De Peyster vs. Murphy.—Judgment for plaintiff
or verdict with costs. Opinion by Chief Justice
Monell. Monell. Eldridge et al. vs. Strong et al.—Order affirmed with costs. Opinion by Judge Curtis; Culef Justice

with costs, Opinion by Judge Curtis; Chief Justice Monell dissenting.

By Judges Curtis and Speir.

Sander vs. Hoffman,—Judgment and order aftirmed with costs. Opinion by Judge Curtis.

Wireman vs. The Remington Sewing Machine Company,—Order reversed, with costs to abide the event. Opinion by Judge Curtis.

By Chief Justice Monell and Judge Speir.

Allaro vs. Davidson.—Order aftirmed, with costs.
Opinion by Judge Speir.

Onlines by Judge Speir.
Hissong (by guardian) vs. Hart.—Order affirmed, with costs. Opinion by Chief Justice Moneil and Judge Speir.

nell and Judge Speir.

SUPERIOR COURT—SPECIAL TERM.

By Judge Sedgwick.

White vs. Tailhadge.—Counsel will appear at General Term room on May 5, at half-past ten A.

M. for settlement of order.

Rockwell et al. vs. McGovern et al.—Case settled and ordered on file.

By Judge Freedman.

Knapp vs. Berghaus; Clapp et al. vs. Price; Wade vs. De Leyer.—Motions denied, with \$10 costs. wade vs. De Leyer.—Motions defied, with \$10 costs.
Lutiow vs. Boylan.—Motion and extra allow-

Ance of five per cent granted.
Otto vs. herbders.—Motion granted and the matter complained of stricken out as irrelevant, with \$10 costs.
Manilla vs. Williams.—Defendant's motion to vacate injunction is denied, with \$10 Memorandum.

Bertrand vs. Carl.—As both parties object to a sale at the present term the application is denied, without prejudice to a renewal at some future

organ et al. vs. Robbins et al.-Motion ranted.
Hirsch vs. Newman et al.—See memorandum.
Way vs. Croutt.—Motion for continuance of in-specion denied and temporary injunction dis-olved, with \$10 copers. Memorandum.
Chapman vs. O'Brien, Sueriff, &c.—Memoran-lum.

Knox et al. vs. Bangs et al.-Order settled. Woolf vs. Jacobs et al.—Motion denied, with \$10 costs. Memorandum,
By Chief Justice Monell.
Rancks vs. Stevenson et al.—Case settled and

Roe vs. Hoe.—Case ordered on file. · COMMON PLEAS—EQUITY TERM.
By Judge J. F. Daly.
Behrend vs. Saenger.—Juogment for defendant,

with costs,
Buchnesser vs. Ffeifer et al.; Arnold vs. Conret al.—Judgment for plaintiffs.
Earle vs. Thompson.—Judgment for defendant.
Opinions in each of the above cases with the

COURT OF GENERAL SESSIONS. Before Judge Sutherland.

which is a covenant that the premises shall not be | His Honor City Judge Sutherland presiding. The Grand Jury were sworn in and charged briefly of the Judge. Mr. Francis H. Amidon was selecter

to not as toreman.

John Jackson pleaded guity to an attempt at grand farceny. The charge was that on the 18th of April he entered the apartments of Lizzie Vibrene, No. 235 South Fifth avenue, and stole over \$25 worth of wearing apparel. He was sent to the State Prison for two years and sx months. Berry Norris, who, on the 17th of April, stole a piece of silk, a counterpane and three flames sairs from the store of Jonnson & Co., corner of Broadway and Twenty-second street, where he was employed as a salesman, pleaded guilty to an attempt at grand largeny. The sensence was imprisonment in the State Prison for two years. John Nelson, who was charged with burglar lously entering the saloon of Louisa Koekler, No. 118 Walker street, on the night of the 18th of last month, pleaded guilty to an attempt at burglary in the third degree. One year in the State Prison was the sentence. Vibrene, No. 235 South Fifth avenue, and stole was the sentence.

COURT CALENDARS-THIS DAY.

SUPERIOR COURT-GENERAL TERM-Held by

1192.
SUPERIOR COURT—GENERAL TERM—Held by Chief Justice Moneil and Judges Freedman and Sedgwick.—Nos. 6, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20.
SUPERIOR COURT—GENERAL TERM—Held by Judge Van Vorst.—Nos. 22, 23, 37, 40, 19, 21, 24, 28.
GOMMON PLRAS—IRIAL TERM—Part 1.—Held by Judge Loew.—Nos. 28, 281, 281, 253, 299, 184, 1408, 1205, 1382, 49, 1301, 1257, 803, 1431, 624, 2340. Part 2—Adjourned for the term.
COMMON PLRAS—GENERAL TERM—Held by Chief Justice Daily and Judges Robinson and Larremore.—Nos. 91, 23, 94, 95, 98, 99, 100, 101, 103, 104, 105, 106, 101, 108, 109, 110, 870, 872.
Marins Court—Trial Term—Part 1.—Held by Judge Gross.—Nos. 2258, 2247, 1933, 2132, 2211, 2050, 1763, 386, 2261, 2260, 2269, 2273, 2275, 2277, 2278. Part 2—Held oy Judge Joachimsen.—Nos. 10, 2253, 435, 1592, 2134, 2270, 2280, 2284,

COURT OF APPEALS-DECISIONS. ALBANY, Friday, April 30, 1875.
Below will be found summaries of some interest

ing cases just decided.

ant appeared from this judgment to the County Court, claiming that it should have been more invorable to him. A new trial was had in the County Court, before a jury, and judgment was here rendered in favor of the plaintiff for \$83 88. Costs were taxed by the Cieck in favor of the plaintiff at \$151 25, and plaintiff entered judgment for \$253 15 against the defendant. Detendant moved to strike out the costs inserted and claimed that the judgment rendered in the County Court, being more lavorable to him by over \$15 than the judgment appeared from, he the defendant, was entitled to costs. This motion was dealed and the taxation by the clerk affirmed. Defendant appealed to the soupeme Court. The appear was heard and the order of the County Court, denying the motion. spreams Court. The appear was neard and the order of the County Court, denying the motion, was sdirmed, with \$10 costs. A reargument was subsequently granted, and in 1873 the General Term, sitting at Albany, reversed the order of the County Court and set aside the adjustment of costs and the judgment as entered, and directed the Clerk of Cortland county to adjust the costs in favor of the deemdant and appearant, to deduct therefrom the damages awarded to the painting in the County Court, and that delendant have execution for the Dalance. Defendant entered judgment against the plaintiff or the balance of \$88 al. From this curry of judgment plaintiff appealed to the Supreme Court, Judgment was here affirmed, with costs. An appeal was subsequently allowed to the Court of Appeals and this Court has now affirmed the judgment of the General Term, with costs.

MALICIDUS PROSECUTION.

Court. Jungment was here affirmed, with costs. An appeals and thus Court has now affirmed the judgment of the General Term, with costs.

Malicious prosecution.

Heyne vs. Biair—An action for alleged damages through malicious prosecution and misse imprisonment at the instance of the defendant. Flanting is a merchant at syracuse; desendant is a note broker at the same piace. One Ackfrimann, of the same place, had been an indorser on pininiffs notes. Defendant discounted two notes for plaining of \$300 each, both purported to be indorsed by Ackermann. Defendant says be became convinced that the indorsement upon one of them was a forgery. He wrote to Ackermann, and subsequently took the note to a sank and subsequently took the forgery. Decadant swore out a warrant and had plainting was descarged. Plainting came at an all plainting was descarged. Plainting came at an apaliting was descarged. Plainting came at an apaliting was descarged. Plainting came at an apaliting appeals to the Control of Appeals, and this Court has reversed the progress of the plainting to the court of Appeals, and this Court and order directions the control of the sank the plainting to the decendant. In 1899 Markaret Gillen whose of Thomas Gillen whose of the subsequent to the property steps. The only peril to the propert